

## **Aviation Checklist Limited (“ACL”) Master Services Agreement**

**Any purchase of a subscription via the ACL website is subject to the terms and conditions of the ACL Master Services Agreement below.**

### **Your Privacy**

Your privacy is important to us. Please read the Privacy Statement as it describes the types of data we collect from you and your devices (“Data”), how we use your Data and the legal bases we have to process your Data. The Privacy Statement also describes how ACL uses your content, which refers to the aviation ECLs you upload, store, or share through the Services (“Your Content”).

### **Your Content**

Many of our Services allow you to store or view with Your Content exclusively for your purposes. We do not claim ownership of Your Content. Your Content remains Your Content and you are responsible for it, including ensuring you are entitled to include it in your ACL app. You are required to confirm with copyright owners that you have their permission for their material to be included in your ACL service, and in any event indemnify ACL against any and all claims for copyright infringement made as a result of Your Content being made available to you via your ACL application.

For the avoidance of doubt, ACL provide you with a platform on which to view Your Content on your devices, and you must be licenced by, and authorised to use Your Content in this way by the copyright holder.

You represent and warrant that for the duration of these terms you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content through the Services will not violate any law or rights of others. ACL cannot be held responsible for Your Content.

To the extent necessary to provide the Services to you (which may include changing the size, shape or format of Your Content to better store or display it to you), to protect you and the Services and to improve ACL products and services, you grant ACL a worldwide and royalty free intellectual property licence to use Your Content, for example, to make copies of, retain, transmit, reformat, distribute via communication tools, and display Your Content on the Services for you.

### **Code of Conduct**

Content, material, or actions that violate the above terms and the Agreement are not permitted. By agreeing to these terms, you are under the obligation to follow these rules:

- a. Not to commit, or cause any third-party to commit, any action or omission which is or could be construed as illegal in the jurisdiction of England and Wales.
- b. Not to engage in any activity that exploits, harms, or threatens to harm others.
- c. Not to engage in activity that is fraudulent, false, or misleading (e.g., asking for money under false pretences, impersonation, manipulation of ACL products or services in any way).
- d. Not to wilfully circumvent any restrictions on access to or availability of the Services.
- e. Not to engage in activity that is harmful to you, the Services, or others (e.g., transmitting viruses, stalking, posting content which is violent, inciting of terror, communicating hate speech or advocating violence against others).
- f. Not to infringe upon the rights of others (e.g., unauthorised sharing, uploading, or downloading of copyrighted material).
- g. Not to engage in activity that violates the privacy of others.
- h. Not to help others break these rules.

### **Enforcement**

If you violate any of the obligations listed above or otherwise materially violate these terms, we may take action against you including (without limitation and without further notice to you) stopping providing Services or closing your ACL account immediately for good cause or blocking delivery of a communication (like email, file sharing or instant message) to or from the Services.

We also reserve the right to remove or block Your Content from the Services at any time (without further notice to you) if it is brought to our attention that it may violate applicable law or these terms. When

investigating alleged violations of these terms, ACL reserves the right to review Your Content in order to resolve the issue.

### **Using the Services & Support**

You'll need an ACL account to access many of the Services. Your ACL account lets you sign into products, websites and services provided by ACL and some ACL partners.

**i. *Creating an Account.***

You can create an ACL account by signing up online. You agree not to use any false, inaccurate, or misleading information when signing up for your ACL account. In some cases, a third party, like your Internet Service Provider, may have assigned an ACL account to you. If you received your ACL account from a third party, the third party may have additional rights over your account, like the ability to access or delete your ACL account. Please review any additional terms the third party provided you, as ACL has no responsibility regarding these additional terms. If you create an ACL account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these terms. You cannot transfer your ACL account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your ACL account.

**ii. *Account Use.***

You must use your ACL account to keep it active.

**iii. *Account Closure***

If your ACL account is closed, whether by you or us:

1. your right to use the ACL account to access the Services stops immediately.
2. We will delete Data, or Your Content, associated with your ACL account or will otherwise disassociate it from you and your ACL account (unless we are required by law to keep it, return it, or transfer it to you, or a third party identified by you). As a result, you may no longer be able to access any of the Services (or Your Content that you've stored on those Services) that require an ACL account.
3. You may lose access to products you have acquired.

**iv. *Additional Equipment/Data Plans.***

To use many of the Services, you will need an Internet connection and/or data/mobile plan. You are responsible for providing all connections, plans and/or equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans and equipment. Those fees are in addition to any fees you pay ACL for the Services, and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.

**v. *Service Notifications.***

When we need to update you about a Service you use, we will send you Service notifications and information the law requires us to provide. If you gave us your email address or phone number in connection with your ACL account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. We may also send you Service notifications by other means (for example by in-product messages). Data or messaging rates may apply when receiving notifications via SMS. We recommend you monitor and maintain the email address you specified. If you do not consent to receive notices electronically, you must stop using the Services.

**vi. *Support.***

Customer support for some Services is available at [www.aviationchecklist.co.uk](http://www.aviationchecklist.co.uk)

**vii. *Terminating Services.***

If your Services are cancelled, whether by you or us:

1. your right to access the Services stops immediately and your licence to the software related to the Services ends.

2. We will delete Data, or Your Content associated with your Service or will otherwise disassociate it from you and your ACL account (unless we are required by law to keep it, return it, or transfer it to you, or a third party identified by you). As a result, you may no longer be able to access any of the Services (or Your Content that you've stored on those Services).
3. you may lose access to products you've acquired. If you have cancelled your ACL account and have no other account able to access the Services, your Services may be cancelled immediately.
4. You may terminate the Services on the services and subscriptions management page in your ACL account.

**Service Availability.**

- a. The Services, Third Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region or device, or other external factors such as your internet or network connection. If you change the location associated with your ACL account, you may need to re-acquire the products that were available to you and paid for in your previous region.
- b. We shall endeavour to keep the Services up and running at all times; however, they are not offered with a guaranteed level of quality of service and all online services suffer occasional disruptions and outages. In the event of an outage or disruption to the Service, you may temporarily not be able to retrieve Your Content.

**Updates to the Services or Software and Changes to These Terms.**

- a. We will inform you if we intend to change these Terms. We may change these Terms if it is necessary due to (i) applicable law, including, but not limited to, a change of such law; (ii) an advice and/or order based on applicable law; (iii) the evolution of the Services; (iv) technical reasons; (v) operational requirements or (vi) an advantageous change of terms for the user. We'll inform you of the intended change before it takes effect, either through the user interface, in an email message or through other reasonable means. We'll provide you the opportunity to cancel the Services at least 30 days before the change becomes effective. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services and close your ACL account in accordance with section 4.a.iv. We'll also expressly point to this fact when informing you about the intended change of these Terms.
- b. We may automatically check your version of the software, which is necessary to provide the Services, and download software updates or configuration changes, without charging you, to update, enhance and further develop the Services. You may also be required to update the software to continue using the Services. Such updates shall be subject to these Terms unless additional or other terms accompany the updates, in which case, those other terms apply. If you decline to accept the additional or other terms applicable to the updates, you may not receive or use the updates. ACL isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you purchased or licensed the software, apps, content or other products.
- c. We continuously work to improve the Services and may change the Services or delete features or stop providing access to Third-Party Apps and Services in that respect at any time, including, without limitation, if our agreements with third parties no longer permit us to make their material available, if it is no longer feasible for us to provide it, the technology advances, or if customer feedback indicates a change is needed. We will notify you in advance if a change to the Services will cause you to lose access to Your Content. For paid Services, we'll also notify you in advance of other material changes to the Services. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods or applications previously purchased. If we cancel a paid Service, we'll refund to you on a pro-rata basis, the amount of payments that you've made corresponding to the portion of that Service remaining right before the cancellation.

## Software Licence

Unless accompanied by a separate ACL licence agreement any software provided by us to you as part of the Services is subject to these Terms.

- a. If you comply with these Terms, we grant you the right to install and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by ACL. Notices, if any, for the third-party code are included for your information only.
- b. The software is licensed, not sold, and ACL reserves all rights to the software not expressly granted by ACL under these Terms. This licence does not give you any right to, and you may not, unlawfully:
  - i. circumvent or bypass any technological protection measures in or relating to the software or Services.
  - ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so.
  - iii. separate components of the software or Services for use on different devices.
  - iv. publish, copy, rent, lease, sell, export, import, distribute or lend the software or the Services, unless ACL expressly authorises you to do so.
  - v. transfer the software, any software licences or any rights to access or use the Services.
  - vi. use the Services in any unauthorised way that could interfere with anyone else's use of them or gain access to any service, data, account or network.
  - vii. enable access to the Services or modify any ACL-authorised device

by unauthorised third-party applications.

## Payment Terms

If you purchase a Service, then these payment terms apply to your purchase, and you agree to them.

### a. **Charges.**

If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services includes all applicable taxes, unless stated otherwise. You are solely responsible for paying such taxes or other charges. After we have given you notice that we did not receive an on-time, full payment from you, we may suspend or cancel the Services if you do not make the full payment within the relevant time. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a debit or credit card. Please contact your bank for details.

An invoice with VAT may be made available depending on the Service and country. If we make an error on your bill, we'll correct it promptly after you tell us (or we notice it) and we investigate the charge. We recommend that you tell us within 90 days after an obvious error first appears on your bill as it is easier for us to resolve the issue during that period. You can address your requests for these purposes to the customer support service.

When you purchase digital content from us, you will cease to have the right to cancel from the moment when you begin the download. Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable.

### b. **cancelling paid Services stops future charges to continue the Service.**

You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services.

**c. Price Changes.**

If there is a fixed term and price for your Service offer, that price will remain in force for the term. You will need to agree to any new offer and price if you want to continue the Services. If your Services are on a periodic basis (for example, monthly), with no specific time length, and isn't a trial offer, we may change the price of the Services if we add new or improved Service features, to the extent the costs of providing the Service have increased accordingly, or in response to market changes (for example, due to labour costs, currency fluctuations, changes in taxes/regulations, inflation, licence fees, infrastructure, and administrative costs). We will inform you at least 30 days before the price change becomes effective. You will have the opportunity to cancel the Services before the price changes.

When we notify you of the price change, we'll also inform you of the reasons and scope of the increase in prices and that the new price will become effective if you don't cancel the Services, and we'll also remind you of how you can cancel the Services.

**d. Late payments.**

In case of late payments, you must pay for the reasonable costs we incur to collect any past due amounts including lawyers' fees and other legal fees and costs, as permitted by law and regulations. We may suspend or cancel your Services if you fail to pay in full on time after we send you a reminder – with the threat of suspension and/or cancellation of the Services – to make your payment within an appropriate time. You can avoid suspension or cancellation if you make the required payment within the appropriate time set forth in the reminder. A different procedure will apply if the amount missing is marginal. Amounts missing below 2 per cent of the total invoice value will always be deemed marginal. Suspension or cancellation of the Services for non-payment could result in the loss of access to your ACL account.

**Warranties.**

We provide the services "as is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of the Services. You acknowledge and agree that computer and telecommunications systems aren't fault-free and that occasional periods of downtime occur. We cannot guarantee the Services will be uninterrupted, timely, secure, or error-free. We and our affiliates, resellers, distributors and vendors give no contractual guarantees or conditions. You have all mandatory warranties foreseen by law, but we grant no other warranties. We exclude any implied mandatory warranties, including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement to the maximum extent permitted by applicable law.

**Limitation of Liability**

- a. ACL shall not be liable for Your Content, material or other third-party material, including links to third-party websites. Such content and activities are neither attributable to ACL nor do they represent ACL's opinion.
- b. ACL shall only be liable if material obligations of the Agreement have been violated, or as otherwise required by applicable law.
- c. ACL, its vicarious agents, and/or its legal representatives shall not be liable for any indirect damage, including financial loss, such as loss of profit, unless ACL, its vicarious agents, and/or its legal representative have at least acted with gross negligence or wilful misconduct.
- d. Any statutory no-fault liability of ACL, including statutory liability for breach of warranty, shall remain unaffected by the limitation of liability. The same shall apply to liability of ACL, its vicarious agents and/or its legal representatives in the event of fraud or their negligence resulting in personal injury or death.
- e. ACL is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond ACL's reasonable control (such as labour disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). ACL will endeavour to minimise the effects of any of these events and to perform the obligations that aren't affected.

**Installation and use rights.**

You may install and use the application on only devices for which you have a valid subscription and for the duration that the subscription is in effect.

**Internet-based Services****a. Consent for Internet-based or wireless services.**

If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of the services accessed using the application, those terms also apply.

**b. Misuse of Internet-based services.**

You may not use any Internet-based service in any way that you intentionally harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorised access to any service, data, account, or network by any means.

**Scope of Licence**

The application is licensed, not sold. This agreement only gives you some rights to use the application. If ACL disables the ability to use the applications on your devices pursuant to your agreement with ACL, any associated licence rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this Agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

- a. Work around any technical limitations in the application.
- b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that it is expressly permitted by applicable copyright law provisions for computer programs.
- c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
- d. Publish or otherwise make the application available for others to copy.
- e. Rent, lease or lend the application.
- f. Transfer the application or this agreement to any third party.

**Legal Effect**

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

**Disclaimer of warranty**

The application is licensed "as-is", "with all faults" and "as available". The application publisher, on behalf of itself, ACL (if ACL isn't the application publisher), wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents, and suppliers ("Covered Parties"), give no additional contractual warranties, guarantees or conditions in relation to the application. You have all mandatory warranties foreseen by law, but we grant no other warranties. To the extent permitted under local laws, Covered Parties exclude any implied mandatory warranties, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement.

**Limitation on Remedies and Damages.**

- a. The application publisher shall not be liable for any user content or other third-party material, including links to third-party websites, and activities provided by users. Such content and activities are neither attributable to the application publisher nor do they represent the application publisher's opinion.
- b. The application publisher, its vicarious agents and/or its legal representatives shall not be liable for any damage and/or financial loss with respect to any indirect damage, including loss of profit, unless the application publisher, its vicarious agents and/or its legal representatives have at least acted with gross negligence or wilful misconduct.

## **PRIVACY STATEMENT**

### **Personal data we collect**

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ACL collects data from you, through our interactions with you and through our products. You provide some of this data directly, and we get some of it by collecting data about your interactions, use, and experiences with our products. The data we collect depends on the context of your interactions with ACL and the choices you make, including your privacy settings and the products and features you use. We also obtain data about you from third parties.

You have choices when it comes to the technology you use and the data you share. When we ask you to provide personal data, you can decline. Many of our products require some personal data to provide you with a service. If you choose not to provide data required to provide you with a product or feature, you cannot use that product or feature. Likewise, where we need to collect personal data by law or to enter into or carry out a contract with you, and you do not provide the data, we will not be able to enter into the contract; or if this relates to an existing product you're using, we may have to suspend or cancel it. We will notify you if this is the case at the time. Where providing the data is optional, and you choose not to share personal data, features like personalisation that use such data will not work for you.

### **How we use personal data**

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ACL uses the data we collect to provide you with rich, interactive experiences.

In particular, we use data to:

- Provide our products, which includes updating, securing, and troubleshooting, as well as providing support. It also includes sharing data, when it is required to provide the service or carry out the transactions you request.
- Improve and develop our products.
- Personalise our products and make recommendations.
- Advertise and market to you, which includes sending promotional communications, targeting advertising, and presenting you with relevant offers.
- We also use the data to operate our business, which includes analysing our performance, meeting our legal obligations, developing our workforce, and doing research.
- In carrying out these purposes, we combine data we collect from different contexts (for example, from your use of two ACL products) or obtain from third parties to give you a more seamless, consistent, and personalised experience, to make informed business decisions, and for other legitimate purposes.

### **Reasons we share personal data**

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We share your personal data with your consent or to complete any transaction or provide any product you have requested or authorised. We also share data with ACL-controlled affiliates and subsidiaries; with vendors working on our behalf; when required by law or to respond to legal process; to protect our customers; to protect lives; to maintain the security of our products; and to protect the rights and property of ACL and its customers.

### **How to access and control your personal data**

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You can also make choices about the collection and use of your data by ACL. You can control your personal data that ACL has obtained, and exercise your data protection rights, by contacting ACL or using various tools we provide. In some cases, your ability to access or control your personal data will be limited, as required or permitted by applicable law. How you can access or control your personal data will also depend on which products you use. For example, you can choose whether you wish to receive promotional emails, SMS messages, telephone calls, and postal mail from ACL.

You can always contact ACL via our web page.

We provide aggregate metrics about user requests to exercise their data protection rights via:

## **Cookies and similar technologies**

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Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies and similar technologies for storing and honouring your preferences and settings, enabling you to sign in, providing interest-based advertising, combating fraud, analysing how our products perform, and fulfilling other legitimate purposes.

You have a variety of tools to control the data collected by cookies, web beacons, and similar technologies. For example, you can use controls in your internet browser to limit how the websites you visit are able to use cookies and to withdraw your consent by clearing or blocking cookies.